



**ARTICLES OF MERGER  
OF  
SUNNY STORES, INC.  
(the "Terminating Corporation")  
INTO  
HIGGINBOTHAM OIL COMPANY, INC.  
(the "Surviving Corporation")**

Pursuant to the provisions of Section 10-2B-11.05 Code of Alabama, the Terminating Corporation and the Surviving Corporation adopt the following Articles of Merger for the purpose of merging the Terminating Corporation into the Surviving Corporation:

**FIRST:** The attached Joint Agreement and Plan of Merger was approved by the shareholders of the Terminating Corporation and the Surviving Corporation in the manner prescribed by the Alabama Business Corporation Act.

**SECOND:** As to the Terminating Corporation, the only shares outstanding are common voting, and the number of shares outstanding are as follows:

<u>NAME OF CORPORATION</u>	<u>NUMBER OF SHARES OUTSTANDING</u>
SUNNY STORES, INC.	1,000

Inst # 2000-01185

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SHELBY COUNTY JUDGE OF PROBATE  
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As to the Surviving Corporation, the only shares outstanding are Common Voting, and the number of Common Voting shares outstanding are as follows:

<u>NAME OF CORPORATION</u>	<u>NUMBER OF SHARES OUTSTANDING</u>
HIGGINBOTHAM OIL COMPANY, INC.	2000

**THIRD:** As to the Terminating Corporation, the total number of shares voted for and against such Joint Agreement and Plan of Merger, respectively, is as follows:

<u>NAME OF CORPORATION</u>	<u>TOTAL VOTED FOR</u>	<u>TOTAL VOTED AGAINST</u>
SUNNY STORES, INC.	1,000	0

As to the Surviving Corporation, the total number of shares voted for and against the Joint Agreement and Plan of Merger, is as follows:

<u>NAME OF CORPORATION</u>	<u>TOTAL VOTED FOR</u>	<u>TOTAL VOTED AGAINST</u>
HIGGINBOTHAM OIL COMPANY, INC.	2000	0

**FOURTH:** The Articles of Incorporation of the Terminating Corporation and the Surviving Corporation were filed in the following counties:

HIGGINBOTHAM OIL COMPANY, INC.	Shelby
SUNNY STORES, INC.	Shelby

**FIFTH:** The Effective Date of the merger shall be 12:01 a.m., January 1, 2000.

DATED this 29th day of December, 1999.

**HIGGINBOTHAM OIL COMPANY, INC.**

By: BURNIE A. HIGGINBOTHAM, JR.  
Its: President

**JOINT AGREEMENT AND PLAN OF MERGER**

**FOR**

**SUNNY STORES, INC.**

**(an Alabama Corporation)**

**AND**

**HIGGINBOTHAM OIL COMPANY, INC.**

**(an Alabama Corporation)**

THIS JOINT AGREEMENT AND PLAN OF MERGER is made and entered into this 29<sup>th</sup> day of December, 1999, by and between **HIGGINBOTHAM OIL COMPANY, INC.**, an Alabama corporation organized under the laws of the State of Alabama (the "Surviving Corporation") and as approved by resolution adopted by a unanimous vote of the shareholders and directors of such Terminating Corporation as set forth on the attached schedules; and **SUNNY STORES, INC.** (the "Terminating Corporation"), a corporation organized under the laws of the State of Alabama, and as approved by resolution adopted by a unanimous vote of the members of its Board of Directors and its Shareholders.

WHEREAS, the Terminating Corporation, and the Surviving Corporation, and the respective Boards of Directors of each, deem it advisable and to the advantage, welfare and best interest of said corporations and their respective Shareholders to merge the Surviving Corporation and the Terminating Corporation pursuant to the provisions of the Alabama Business Corporation Act.

NOW THEREFORE, in consideration of the premises and of the joint and mutual agreement of the parties hereto, this Joint Agreement and Plan of Merger and the terms and conditions hereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and jointly agreed upon.

1. The Surviving Corporation and the Terminating Corporation shall, pursuant to the provisions of the Alabama Business Corporation Law, be merged with and into a single corporation, Sunny Stores, Inc. (an Alabama Corporation), which shall be the Surviving Corporation upon the effective date of the merger, and which shall continue to exist as said Surviving Corporation under the name of Sunny Stores, Inc., pursuant to the Alabama Business Corporation Act. The separate existence of the Terminating Corporation shall cease upon the effective date of the merger in accordance with the provisions of the Alabama Business Corporation Act.

2. The Articles of Incorporation of the Surviving Corporation as in force and effect upon the effective date of the merger shall be the Articles of Incorporation of said Surviving Corporation, and said Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the Alabama Business Corporation Act.

3. The By-Laws of the Surviving Corporation as in force and effect upon the effective date of the merger will be the By-Laws of said Surviving Corporation and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the laws of the State of Alabama.

4. The total issued and outstanding shares of stock of the Surviving Corporation and Terminating Corporation before the merger are as indicated on the attached Exhibit "4A", which represent all of the issued and outstanding stock of the Surviving Corporation and Terminating Corporation as indicated. Upon the effective date of merger, the total issued and outstanding shares of the capital stock of the Terminating Corporation shall be converted into share(s) of the

Surviving Corporation's Voting Common Stock as set out on Exhibit "4B" hereto and such stock shall be issued by the Surviving Corporation. The Voting Common Stock of the Surviving Corporation shall not be converted, canceled or retired, but each said share which is issued and outstanding as of the effective date of the merger shall continue to represent one issued share of the Voting Common Stock of the Surviving Corporation.

The voting powers, preferences, limitations and restrictions on the Common Voting Stock of the Surviving Corporation shall be as indicated in the Articles of Incorporation of the Surviving Corporation.

5. This Joint Agreement and Plan of Merger has been submitted to all the Shareholders of the Terminating Corporation for their approval or rejection in the manner prescribed by the provisions of the Alabama Business Corporation Act, and has been submitted to all the Shareholders of the Surviving Corporation for their approval or rejection in the manner prescribed by the provisions of the Alabama Business Corporation Act, and all the Shareholders of each respective corporation have unanimously approved this Joint Agreement and Plan of Merger.

6. The Surviving Corporation shall hereafter possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of the Terminating Corporation, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choices in action, and all and every other interest of or belonging to or due to the Terminating Corporation, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. Title to any real estate, or any interest therein, vested in the Terminating Corporation shall not revert or be in any way impaired by reason of this merger.

7. Pursuant to the provisions of Section 10-2B-11.01 (c)(1) Code of Alabama, the Surviving Corporation adopts the following Articles of Amendment to its Articles of Incorporation:



Article (4) of the Articles of Incorporation of the Surviving Corporation is hereby deleted in its entirety and replaced by the following:

"4. The amount of the total authorized capital stock of the corporation shall be Five thousand and no/100 (\$5,000.00) dollars, divided into Five Thousand (5,000) shares of common capital stock having a par value of One and no/100 (\$1.00) Dollar per share. The amount of paid-in capital stock with which the corporation shall begin business shall be Five Thousand and no/100 (\$5,000.00) Dollars divided into five thousand shares of common capital stock having a par value of one and no/100 (\$1.00) Dollar per share."

8. The Surviving Corporation shall henceforth be responsible and liable for all the liabilities and obligations of the Terminating Corporation, and any claim existing or action or proceeding pending by or against said Terminating Corporation may be prosecuted as if such merger had not taken place, or such Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Terminating Corporation shall be impaired by reason of this merger.

9. (a) The Terminating Corporation and the Surviving Corporation do hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Alabama, and that they will cause to be performed all necessary acts therein and elsewhere to consummate this Joint Agreement and Plan of Merger and to effectuate the merger herein provided for.

(b) The Board of Governors and the proper Officers of the Terminating Corporation and the Board of Directors and the proper Officers of the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to consummate this Joint Agreement and Plan of Merger and to carry out or put into effect any of the provisions of this Joint Agreement and Plan of Merger or of the merger herein provided for.

10. Upon the effective date of this merger, all of the rights, powers, privileges, franchises, and all property, real and personal, or mixed, and all debts due to be paid or any accounts and all other things in action belonging to the Terminating Corporation, shall be vested in the Surviving Corporation, and shall thereafter be, without further act or deed the property of the Surviving Corporation; and the title to any real estate by deed or otherwise shall vest in the Surviving Corporation and shall not in any way be impaired by reason of this merger; provided however, that all rights of creditors and all liens upon the property of the Terminating Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Terminating Corporation shall thereafter be attributed to the Surviving Corporation and may be enforced against it to the same extent as if said debts, duties and liabilities had been incurred or contracted by it.

**SURVIVING CORPORATION:  
HIGGINBOTHAM OIL COMPANY, INC.**

By: 

BURNIE A. HIGGINBOTHAM, JR.  
Its: President

**TERMINATING CORPORATION:  
SUNNY STORES, INC.**

By: 

BURNIE A. HIGGINBOTHAM, JR.  
Its: President

**EXHIBIT 4A**  
**TO JOINT AGREEMENT AND PLAN OF MERGER**

**TERMINATING CORPORATION:**

<u>CORPORATION NAME</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE</u>
SUNNY STORES, INC..	1000 Common Voting Shares	100%

**SURVIVING CORPORATION:**

HIGGINBOTHAM OIL COMPANY., INC	2000 Common Voting Shares	100%
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**EXHIBIT 4B**  
**TO JOINT AGREEMENT AND PLAN OF MERGER**

<u>TERMINATING CORPORATION</u>	<u>SHAREHOLDERS AND NUMBER OF SHARES OF TERMINATING CORPORATION</u>	<u>NUMBER OF SHARES IN SURVIVING CORPORATION</u>
SUNNY STORES, INC.	Burnie A. Higginbotham, Jr.-1000	Burnie A. Higginbotham, Jr. - 2948.01 Burnie A. Higginbotham III - 51.99

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Secretary of State  
State of Alabama

I hereby certify that this is a  
true and complete copy of the  
document filed in this office  
on December 30, 1999

DATE December 30, 1999  
John R. Smith  
Secretary of State

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